

IN THE DISTRICT COURT OF SEQUOYAH COUNTY
STATE OF OKLAHOMA

SEQUOYAH COUNTY, OKLAHOMA
FILED
IN DISTRICT COURT

SEP 23 2015

JUSTIN MULLEN, an individual, and
TAMMIE MULLEN, an individual

VICKI BEATY, COURT CLERK
BY _____ DEPUTY

Plaintiffs,

vs.

STATE FARM FIRE AND CASUALTY COMPANY,
an Illinois for profit Insurance Corporation,

Defendant.

Sequoyah Co. Case No. CJ-15-162

PETITION

COMES NOW Justin Mullen and Tammie Mullen (hereinafter referred to as "Plaintiffs") and for their causes of action against the above-named Defendant State Farm Fire and Casualty Company (hereinafter referred to as "State Farm"). In support of their claims and causes of action, Plaintiffs respectfully show this Court as follows:

JURISDICTION AND VENUE

1. Plaintiffs are residents of Sequoyah County and have been at all relevant times pertaining to this lawsuit.
2. Defendant State Farm is a foreign for profit Insurance Corporation domiciled in the State of Illinois.
3. Defendant State Farm is authorized to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.
4. Plaintiffs invoke the State Court's jurisdiction with respect to claims based upon the common law and statutory law of Oklahoma.
5. This action seeks equitable and injunctive relief, compensatory and punitive damages plus attorneys fees and costs for the acts committed by State Farm.

6. Pursuant to 12 O.S. § 2008(A)(2), Plaintiffs state that the alleged damages are in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code.

7. The event giving rise to the claims herein occurred in Sequoyah County, State of Oklahoma, and therefore venue is proper.

BACKGROUND

8. On or about September 24, 2014, Plaintiffs were insured under a policy of insurance with Defendant State Farm bearing a policy number of 36-BEP291-5.

9. On or about September 24, 2014, Plaintiffs sustained and have continued to sustain significant losses due to a fire occurring at their home in Sequoyah County.

10. The losses sustained by Plaintiffs were insured under the aforementioned policy number by Defendant State Farm.

COUNT I - BREACH OF CONTRACT

11. The aforementioned policy provided coverage for a dwelling, dwelling extension, personal property, and loss of use.

12. Plaintiffs have complied with the provisions of the aforementioned policy and it is within one year after the date of loss.

13. Defendant State Farm has refused and failed, without just cause, to fully pay Plaintiffs claims under the aforementioned policy, thereby breaching the contract established between the parties through said policy. At the time of filing this Petition, Defendant State Farm owes Plaintiffs no less than \$402,500.00 for dwelling and personal property coverage. In addition to those coverages, Defendant State Farm owes additional monies in an accruing amount for loss of use coverage as those expenses are incurred by Plaintiffs.

14. The acts and omissions of Defendant State Farm in their investigation, evaluation, and payment of Plaintiffs' claims were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

COUNT II: BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

14. The contract of insurance between Plaintiffs and Defendant State Farm contained an implied covenant of good faith and fair dealing among the parties.

15. Defendant State Farm has been unreasonable in their investigation, evaluation, and payment of Plaintiffs' claims, resulting in undue delay and additional costs for Plaintiffs. Furthermore, Defendant State Farm's undue delay has forced Plaintiffs to initiate litigation in order to protect their rights under the law of Oklahoma. Defendant State Farm's unreasonable conduct constitutes bad faith for which extra-contractual damages are hereby sought.

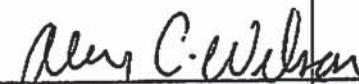
COUNT III: PUNITIVE DAMAGES

16. The unreasonable conduct of Defendant State Farm in the handling of Plaintiffs' claim was intentional, willful, wanton and committed with a reckless disregard for the rights of the Plaintiffs, for which punitive damages are hereby sought.

PRAYER

WHEREFORE, Plaintiffs demand a jury trial and pray for judgment against Defendant State Farm, for the sum of no less than \$402,500.00, with interest thereon as allowed by law, plus additional damages in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code, including but not limited to currently accruing expenses qualifying under loss of use coverage, bad faith damages, and punitive damages in an amount sufficient to punish Defendant State Farm for its wrongful and unreasonable conduct, the costs of this action, attorneys fees incurred by Plaintiffs, and such other relief as this Court deems appropriate under the circumstances.

Respectfully submitted,



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JURY TRIAL DEMANDED
ATTORNEYS' LIEN CLAIMED